



BEFORE THE VIDUYUT OMBUDSMAN FOR THE STATE OF TELANGANA
First Floor 33/11 kV Substation, Beside Hyderabad Boat Club
Lumbini Park, Hyderabad - 500 063

PRESENT : SRI MOHAMMAD NIZAMUDDIN
VIDUYUT OMBUDSMAN

TUESDAY THE TWELFTH DAY OF DECEMBER
TWO THOUSAND AND TWENTY THREE

Appeal No. 38 of 2023-24

Between

M/s. S.D.Polymers, FS Road No.5, Industrial Estate, Chandulal Baradari,
Hyderabad - 500 063, represented by Sri A. Ravinder Goud (Proprietor),
Mr.Najeeb Shariff (Beneficiary). Cell: 6300994696, 7036205211 &
9490875919.

.....Appellant

AND

1. The Assistant Engineer/Operation/Chandulal Baradari/ TSSPDCL / Hyderabad.
2. The Assistant Divisional Engineer/Operation/Miralam/TSSPDCL/Hyderabad.
3. The Assistant Accounts Officer/ERO/Salarjung/TSSPDCL/Hyderabad.
4. The Divisional Engineer/Operation/Charminar/TSSPDCL/Hyderabad.
5. The Superintending Engineer/Operation/Hyd.South Circle/ TSSPDCL/ Hyderabad.

..... Respondents

This appeal is coming on before me for final hearing on 08.12.2023 in the presence of Sri Ravinder Prasad Srivatsava - authorised representative of the appellant and Sri Md. Shabbeer Ahmed - AAE/OP/Chandulal Baradari, Sri K. Venkatesh Goud - ADE/OP/Miralam, Sri M. Ramana Murthy - AAO/ERO/Salarjung and Sri T. Ajay Kumar - SAO/OP/Hyd.South Circle for the respondents and having stood over for consideration, this Viduyut Ombudsman passed the following:-

AWARD

This appeal is preferred aggrieved by the returned Lr.No. Chairperson/CGRF-II/Complaint Return-23-24/D.No.640/2023, dt.30.09.2023 (in short 'the subject returned letter') in C.G.No.349/2022-23/Hyderabad South Circle of the Consumer Grievances Redressal Forum - II (in short 'the Forum') of Telangana State Southern Power Distribution Company Limited (in short 'TSSPDCL').

CASE OF THE APPELLANT BEFORE THE FORUM

2. The case of the appellant before the learned Forum in the petition dt.14.08.2023 is that the learned Forum has passed an Award in C.G.No.106/2022-23/Hyderabad South Circle on 26.09.2022 setting aside the Assessment Notice bearing No.ADE/OP/MIRALAM SUB DIVISION/D.No.1217 dt.22.12.2020 and also directing the Licensee to take disciplinary action against the erring officials of the Licensee. Since the respondents have not complied with the second direction in the said Award, C.M.P.No. 2 of 2022-23 was filed before the learned Forum. The said C.M.P. was closed stating that the Award was complied with. The learned Forum has also passed a common Award in C.G.No. 349 of 2022-23/Hyderabad South Circle and batch on 15.05.2023 directing the complainants/consumers therein, including the appellant herein, to pay the arrears against their respective Service

Connections as per the demand raised by the respondents and also directing the respondents to dismantle the said Service Connections. The appellant was in arrears of Rs.96,856/-. But the respondents debited Rs. 22,86,385/- in November 2022 without power consumption and without raising any bill or notice, which is illegal. The respondents have not complied with the Awards passed by the learned Forum. It was accordingly prayed to direct the respondents to pay compensation of Rs.25,000/- as on 6.6.2023 and Rs.1,000/- per day w.e.f., 07.06.2023 till the filing of the compliance, to implement the Award passed by the learned Forum in C.G.No.349/2022-3 and to withdraw the amount of Rs.22,86,385/- and refund the same with interest @ 24% p.a., till its refund.

3. The learned Forum has returned the petition dt.14.08.2023 along-with resubmission petition dt.15.09.2023 under the subject returned letter on the ground that it gave liberty to the respondents in C.G.No.106/2023 to club the services from the date of inspection and issue bills under respective tariffs and also that the appellant is liable to pay Rs.22,86,385/-, towards difference of tariff from LT-III to HT-I duly clubbing the seven Service Connections which is as per the Award of the learned Forum.

4. Aggrieved by the subject returned letter dt.30.09.2023 the present appeal is preferred, contending among other things, that the appellant is an LT Consumer of Category-III of the respondents vide S.C.No.M3017945 (in short ‘

the subject Service Connection') for supply of energy. The appellant filed C.M.P. on 14.08.2023 before the learned Forum aggrieved by the non-implementation of the Award dt.15.05.2023 passed in C.G.No.349/2022-23/Hyderabad South Circle. The learned Forum has returned the said C.M.P. and the appellant received the same on 14.09.2023. The appellant has resubmitted the said C.M.P. on 15.09.2023 duly rectifying the objections raised therein. The learned Forum has again returned the said C.M.P. on 30.09.2023.

5. The C.M.P. referred to above is in respect of the claim of the respondents for Rs.22,86,385/- through debit entry in the ledger of the appellant's Service Connection without raising the bill, in violation of law and also the Award of the learned Forum in C.G.No.106/2022-23/Hyderabad South Circle dt.26.09.2022 and also the common Award in C.G.No.349/2022-23/Hyderabad South Circle dt.15.05.2023. The appellant paid the amount of Rs.22,86,385/- under protest. It is accordingly prayed to set aside the subject returned letter, to set aside the claim of Rs.22,86,385/- claimed through debit entry in the ledger account by the respondents and to refund the same along-with interest @ 24% p.a, from the date of payment of the said amount till the date of refund as prescribed in Clause 4.7.3 of Regulation 5 of 2004 of Telangana State Electricity Regulatory Commission.

WRITTEN SUBMISSIONS OF THE RESPONDENTS

6. In the written reply submitted by respondent No. 2, before this Authority it is, inter alia, submitted that the Service Connection Nos. M3001966, M3014606, M3015207, M3003813, M3012396, M3017945 and M3005114 were utilised for the plastic industry in the same premises. The appellant has removed all the meters and demolished the industrial shed without following the procedure laid down for dismantling the services. The appellant handed over the meters for testing in the MRT lab as per the instructions of the learned Forum.

7. In the written reply filed by respondent No.3 before this Authority, it is, inter-alia, submitted that the DE/DPE/Hyderabad South along-with ADE/DPE-I team has inspected the subject Service Connection of the appellant on 10.12.2020. At that time it was observed that the supply was used for the plastic industry (plastic cutting, melting plastic and plastic Dhana). The seven Service Connections were utilised for the same activity using a single entrance in the above said premises. The said Service Connections are as under:-

Sl.No.	SC. No.	Sanctioned load in HP	Connected load in HP
1.	M3005114	10	26
2.	M3015207	20	25
3.	M3017945	80	78
4.	M3012396	5	30

5.	M3014606	15	88
6.	M3003813	15	12
7.	M3001966	43	43
Total		188 HP	302 HP

Accordingly, a back billing notice was issued for the subject Service Connection for an amount of Rs. 10,22,629/- duly clubbing the seven Service Connections with connected load of 302 HP. Questioning the said back billing notice the appellant filed C.G.No.106/2022-23. The learned Forum has set aside the back billing notice on 26.09.2022 and directed the Licensee to take disciplinary action against the erring officials. Thereafter Journal Entry was raised on the subject Service Connection for an amount of Rs.22,82,385/- from January 2021 to August 2022 for clubbing the seven Service Connections as the appellant and others have applied for dismantling the Service Connections. As per the Award passed by the learned Forum in C.G.Nos.344 to 350 of 2022-23 dt.15.05.2023, the appellant/consumers are liable to pay the demanded amounts for dismantling the Service Connections. The appellant is liable to pay the amount of Rs.22,86,385/- towards total consumption from the date of inspection i.e. 10.12.2020 in HT Category after clubbing seven services into single service as the seven consumers were availing supply under different Service Connections situated in the same premises by splitting the units and causing loss to the respondents. On payment of the above said amount the services were dismantled.

8. In the rejoinder filed by the appellant it is reiterated that the claim through Journal Entry debit is not correct. The appellant is liable to pay only Rs.96,856/-. It is accordingly prayed to allow the appeal.

9. In the written argument submitted on behalf of the appellant it is submitted that all the seven consumers are the tenants of the appellant-premises; that the respondents are not empowered to claim any amount through debit note without raising bill and that the appellant is liable to pay only Rs.96,856/- up to August 2022. Hence it is prayed to refund the amount paid by the appellant with interest @ 24 p.a., by setting aside the subject returned letter.

10. On the other hand, it is argued on behalf of the respondents, that the seven Service Connections belong to the same group involved in the same activity in the same premises; that they proceeded basing on the Awards passed by the learned Forum and that at every stage notice was given to the appellant and hence it is prayed to reject the appeal.

POINTS

11. The points that arise for consideration are:-

- i) Whether the clubbing of seven Service Connections is not correct?
- ii) Whether the appellant is entitled for refund of Rs 22,86,385/- with interest @ 24% p.a. from the date of payment till the date of its refund?
- iii) Whether the Award of the learned Forum is liable to be set aside?
and

iv) To what relief?

POINT Nos. (i) to (iii)

ADMITTED FACTS

12. It is an admitted fact that the present appellant has filed C.G.No.106/2022-23/Hyderabad South Circle questioning the Provisional Assessment Notice dt.22.12.2020 demanding back billing of Rs.10,22,629/- from 10.12.2019 to 10.12.2020. The learned Forum set aside the said back billing and directed disciplinary action against the erring officials of the respondents for the delay in identifying the multiple Service Connections which were being used by the consumers in the same premises for the same purpose and for not raising the seven services bills under HT category by clubbing all the services from January 2021, vide its Award dt.26.09.2022.

13. Subsequently the appellant herein filed C.M.P.No. 02 of 2022-23 in C.G.No.106/2022-23 praying to implement the Award as regards taking disciplinary action. That petition was closed on 06.04.2023 in view of the submission that the explanations of the erring officials were called for and the learned Forum directed the respondents to file action taken report.

14. The appellant herein and others have filed C.G.Nos. 344 to 350 of 2022-23 before the learned Forum questioning the delay on the part of the respondents for dismantling their seven Service Connections. Those

complaints were allowed in part by a common Award on 15.05.2023 directing the consumers therein including the appellant herein to pay the arrears against their respective Service Connections as per the demand (final demand) raised by the respondents within a specific time etc., and also directing the respondents to dismantle their Service Connections.

15. The appellant filed another C.M.P dt.14.08.2023 before the learned Forum praying for compensation, implementation of the Award and also for withdrawal of Rs.22,86,385/-. That petition was returned on 30.09.2023 as stated above.

16. It is also an admitted fact that the appellant paid the demanded back billing amount of Rs.22,86,385/-. Thus the dismantling of the seven Service Connections including the present Service Connection was over.

SETTLEMENT BY MUTUAL AGREEMENT

17. Both the parties have appeared before this Authority on different dates. Efforts were made to reach a settlement between the parties through the process of conciliation and mediation. However, no settlement could be reached. The hearing, therefore, continued to provide reasonable opportunity to both the parties to put-forth their case and they were heard.

REASONS FOR DELAY IN DISPOSING OF THE APPEAL

18. The present appeal was filed on 20.10.2023. This appeal is being disposed of within the period of (60) days as required.

CRUX OF THE MATTER

19. There are four Awards/Orders between the parties herein in respect of the dispute involved in this appeal, which were referred to above.

ORIGIN OF INITIAL DISPUTE

20. Initially the subject Service Connection of the appellant and six other Service Connections were inspected by the Divisional Engineer/DPE on 10.12.2020 at about 11.45 AM. Then it was observed that in the premises of the appellant electricity was used for the plastic industry (plastic cutting, melting plastic and plastic Dhana). There were seven Service Connections in the premises where there is only single entrance. The sanctioned load and the connected load of the said services are as under:-

Sl.No.	SC. No.	Sanctioned load in HP	Connected load in HP
1.	M3005114	10	26
2.	M3015207	20	25
3.	M3017945	80	78
4.	M3012396	5	30
5.	M3014606	15	88
6.	M3003813	15	12

7.	M3001966	43	43
Total		188 HP	302 HP

As a result of the said inspection, a notice was issued by respondent No.2 on 22.12.2022 to the appellant to pay Rs.10,22,629/- for the period from 10.12.2019 to 10.12.2020 duly clubbing the seven Service Connections with connected load of 302 HP. That notice was challenged by the appellant before the learned Forum. The learned Forum has set aside the back billing notice on the ground that the back billing should not be prior to the date of inspection.

The result portion of the said Award in C.G.No.106/2022-23 is as under:-

- 1) The Respondents are hereby directed to set aside the back billing case within (15) days from the date of receipt of this Order copy and shall file the compliance report along-with the satisfactory letter of the Complainant/Consumer.
- 2) The Licensee is hereby directed to take necessary disciplinary action against the concerned officers for the delay in identifying the multiple service connections which are being used by the Consumer in the same premises for the same purpose, and for not raising the seven number services bills under HT category by clubbing all the services from January, 2021 and report compliance within (15) days from the date of receipt of the Order.

It is significant to note that though the notice dt.22.12.2020 was set aside, in para No.17 of the said Award, the learned Forum has held that the respondents are entitled to claim the bills under HT Category by clubbing all the services into single service for the total consumption from the date of

inspection i.e.10.12.2020. More or less point No.2 of the result portion of the said Award also speaks the same apart from directing disciplinary action. The appellant never challenged this finding of the learned Forum in respect of clubbing of seven services, by way of an Appeal.

21. The appellant has only filed a petition in C.M.P.No.2 of 2022-23 claiming compensation on the ground that the respondents have not initiated disciplinary action against the erring officials. That C.M.P was closed on the ground that the Award was complied with.

CHALLENGE FOR DELAY IN THE DISMANTLING OF SERVICES

22. The appellant and other consumers wanted to dismantle their Service Connections. But the respondents have not dismantled the services. Thereafter the seven consumers including the appellant herein have preferred C.G.Nos.344/2022-23 to 350/2022-23 of Hyderabad South Circle before the learned Forum. The learned Forum, after analysis of the entire material available on record, directed the consumers including the appellant herein to pay the arrears against their respective Service Connections and also there is a direction to the respondents to dismantle the said Service Connections. The result portion of the said common Award is as under:-

In the result, the grievance complaint filed on 05.01.2023 by the respective Complainants/Consumers are hereby allowed partly with the following directions to the Complainants/Consumers and the Respondents;

(i). The Complainants/Consumers are hereby directed to pay the arrears against their respective service connections as per the demand (final reading) raised by the Respondents within (7) days from the date of issuance of demand notice by the Respondents.

(ii). The Respondents are hereby directed to dismantle the said seven service connections within one month after payment of all the dues against the said service connections duly following the departmental rules in vogue and report compliance.

This Award of the learned Forum also goes to show that the learned Forum has reiterated the clubbing of seven services. It is significant to note that this Award regarding clubbing of seven Service Connections was also not challenged by the appellant or any other consumer. There is no inconsistency in the Awards passed by the learned Forum in C.G.Nos.106/2022-23 and the subsequent common Award. Again the appellant filed a petition before the learned Forum on 14.08.2023 claiming compensation and withdrawal of Rs.22,86,385/- with interest etc., That petition was returned initially. It was resubmitted on 15.09.2023. Thereafter, the learned Forum after going through the entire material on record in all the proceedings referred to above, returned the petition, which is impugned in the present appeal.

NET RESULTS OF THE AWARDS AND ORDERS

23. A careful perusal of the Award in C.G.Nos 106/2022-23 dt.26.09.2022 and the common Award in C.G.NOs. 344 to 350/2022-23 dt.15.05.2023 and the order in C.M.P No.2 of 2022-23 and the impugned

returned letter only goes to show that the Forum found the seven Service Connections were involved in similar type of activity by a group of persons.

NOTICES ISSUED BY THE RESPONDENTS

24. The written replies filed by respondent No.2 and 3 before this Authority clearly go to show that soon after the Award passed in C.G.No.106/2022-23, the respondents have started again issuing notices to the appellant as directed by the learned Forum by mentioning the amount payable. The respondents have raised demand under HT Category by clubbing seven Service Connections from January 2021 to August 2022. The consumer/appellant and others have applied for dismantling of the services in the month of August 2022. Accordingly, a Journal Entry was raised on the subject Service Connection for an amount of Rs.22,86,385/-. In view of the disputes between the parties and also the Awards passed by the learned Forum, the respondents have properly made the debit on the subject Service Connection. The record shows that at every level notice was issued to the appellant or its representative by mentioning the amount payable. On 27.12.2022 respondent No.3 addressed a letter to respondent No.1 stating that the office has prepared a final bill for Rs.23,96,966/- for dismantling the subject Service Connection and other six Service Connections. It appears that

a copy of it was served on the appellant. It also appears that by that date the entire premises of the appellant and other six Service Connections was cleared without keeping any material or meters even without notice to the respondents. Therefore this notice was pasted on the premises of the appellant on 31.01.2023. Immediately the appellant responded to the said notice by addressing a letter to respondent No.1 on 01.02.2023 stating that the final bill amount is not correct and in view of the order of the 5th respondent, there is no amount to be paid. This version is not correct because basing on the Award passed by the learned Forum in C.G.No.106/2022-23 respondent No.5 simply passed an order on 17.01.2023 making zero amount of assessment and disposing of the appeal. But thereafter as per the direction of the Forum and also as per procedure the respondents have issued notices to the appellant mentioning specific amounts payable by it.

25. Respondent No.3 again addressed a letter to the appellant and others on 23.05.2023 to pay Rs.22,76,329/- towards arrears of the respective Service Connections as per the demand (final reading) raised by the respondents for dismantling the services. The said letter is extracted here under:-



SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED
GREATER HYD :: ERO :: CHARMINAR :: HYD.

From
The Asst. Accounts Officer,
ERO-Charminar,
Operation South Circle
TSSPDCL, HYDERABAD

To
Sir Najeeb Shariff (Beneficiary),
Ismail Auto Industries,
FS Road No: 5, Industrial Estate,
Chandulal Baradari,
HYDERABAD- 500 063

Lr. No. AAO/JAO/JACO-B1/ERO-CRMR/Hyd/D.NO. 386/23, DATE: 23.05.2023

Sir,

Sub: Estt.- TSSPDCL - Dismantle of Services - SC.No: M3017945, M3005114, M3015207, M3012396, M3014606, M3003813 & M3001966 - Demand notice-Reg.

- Ref: 1) Lr.No: AE/Op/Ch'Baradari/SD-XXI/D.No:274 to 280/22, Dt: 30.08.2022.
2) Lr. No. AAO/JAO/SA-B1/ERO-CRMR/Hyd/D.No: 1183, Dt: 19.09.2022.
3) CG.NO:106/2022-23/Hyderabad South Circle order Dated: 26.09.2022.
4) Lr.No: AE/Op/Ch'Baradari/SD-XXI/D.No:369 to 375/22,Dt: 09.12.2022 received on 20.12.2022.
5) Sri Najeeb Shariff(Beneficiary) of Ismail Auto Industries representation Dated:17.05.2023.
6) CG.NO:344-350/2022-23/Hyd, order Dt: 15.05.2023 received on 23.05.2023

శ్రీ నజీబ్

In terms of the award of, the Hon'ble Consumer Grievance Redressal Forum of TSSPDCL, Hyderabad issued in the ref. 6th cited.

The Complainants/Consumers are hereby directed to pay the arrears against their respective services connection as per the demand (final reading) raised by the Respondents within (7) days from the date of this notice.

In this regard, it is to inform that the arrears against the respective service connections, as per EBS, are as follows:-

S. NO:	SC.NO:	Consumer Name	Arrears
1	M3017945	M/S A RAVINDER GOUD	2151427.00
2	M3015207	M/S.VATAN MECHANICAL WORKS	20475.00
3	M3012396	M/S.JAYA TYRE WORKS	24797.00
4	M3014606	M/S.SUPER CEMENT TILES WORKS	16487.00
5	M3003813	MS TAJ TIMBER PRODS	11597.00
6	M3001966	DEVELOPMENT CHARGES CASE(43HP TO 76HP)	51546.00
TOTAL			2276329.00

Sri Najeeb Shariff (Beneficiary) of Ismail Auto Industries is requested to pay the above arrears against the mentioned service connections, as per the orders issued by CGRF in order to enable the department to process their request for dismantlement of service. If payment is not received with in time, further action will be initiated under R.R.act.

This may treated as demand notice by the respondents please.

Yours faithfully,

ASST. ACCOUNTS OFFICER(I/c),
ERO::CHARMINAR:: HYDERABAD

Copy to the Addl. Assistant Engineer/Ch'baradari/TSSPDCL/Hyderabad → With a request to serve the notice to consumer and submit the acknowledgement. Also, the dismantle proposals of the said service connections shall be submitted immediately on receiving payment of all the dues against the said services duly following the departmental rules issued by TSSPDCL time to time for preparing final bill for dismantle of the said services.

Copy Submitted to the Superintending Engineer/Op/South/TSSPDCL/Hyderabad
Copy Submitted to the Senior Accounts Officer/Op/South/TSSPDCL/Hyderabad
Copy submitted to the Divisional Engineer/Op/Charminar/TSSPDCL/Hyderabad
Copy submitted to the Asst. Divisional Engineer/SD-Mirafra/TSSPDCL/Hyderabad

26. The appellant responded to the said letter on 30.05.2023 stating that the appellant is liable to pay only Rs.96,856/- as of August 2022 and not Rs.21,51,427/-. However part of the said amount was paid. Thereafter respondent No.3 again issued a letter to the appellant on 03.07.2023 to pay the balance amount of Rs.12,02,973/- after adjustment of relevant deposits. The appellant claims that he paid the entire demanded amount under protest in order that the respondents may dismantle the Service Connections.

WHETHER THE SUBJECT SERVICE CONNECTION AND OTHER SIX SERVICE CONNECTIONS FORM A GROUP OF PERSONS

27. Respondent No.2 in his written reply has submitted that he again visited the subject premises as per the directions of respondent No.4 and filed a copy of the inspection report also before this Authority. He filed a report before respondent No.4. The report dt.19.03.2022 is extracted as under:-

SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED

Sub Division : Mirajam

Section : Ch-Baradari

HYD (South)

S. No. : 8165 Year 2012

I. Inspection Notes of Sri Venkatesh

AD E / OPN - HYD (South

Date : 19.03.2012

Time : 14:20

Hours :

II. (a) Name and Address of the consumer :

M/s A Ravinder Goud.
1/5 Road No: 5, Industrial Estate,
Hyderabad.

(b) Whether the Consumer/beneficiary belongs to : SC/ST/Others (Which ever is applicable)

(c) Person present at the time of inspection and relationship with the consumer :

Shamik Sheriff - Son
(7569930201) Signature

III. (a) Any other person available at the time of inspection and their Relationship with the consumer :

Magsood Sardani - Partner
(7013389536) Signature

(b) Any other departmental staff present

Mohd Navid Ali, Asst op/Ch-Baradari
Mohd NOOR-ALI, Artisan (Ch-Baradari)

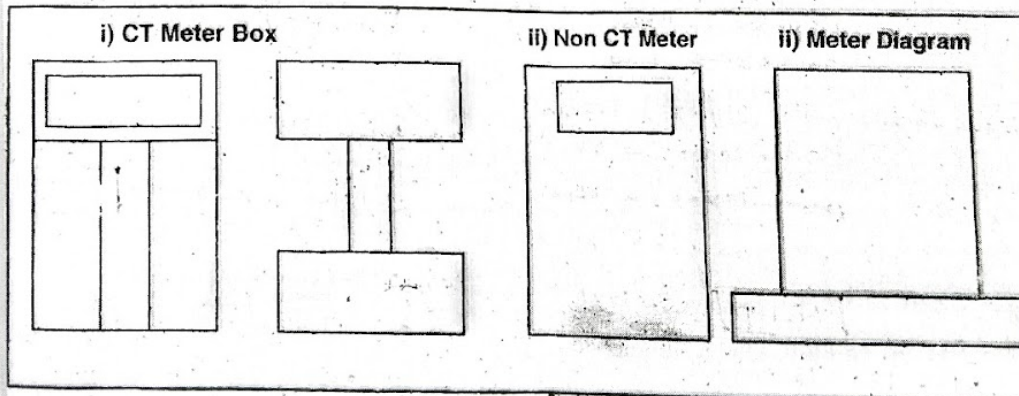
IV. (1) S.C. No. M3-17945 & 6 Others Distribution : DDA Ch-Baradari

(3) Nature of the Premises : Plastic Industry (4) Category : III

(5) Area Code : GRC

V. Meter Box and Meter diagram indicating the sealer's position :

(a)



Location :

Height :

Impression or seals
Before inspection

-2-

Impression on seals
after inspection

Motor Chamber

CT Chamber

Motor Terminal Cover

Meter Cover

MD Knob

MRI Port

TTB

(b) Meter Particulars : M3-17945

Serial No. : 609950
Capacity : 100/5
Class : 0.5%

Make : HPL
Type :

Constant :
Pulse Rate :
(for static meters) Rev/Kwh
Imp/Kwh

Meter Reading : Kwh: 664966, Kvarh: 711102, M.F. Kvarh: 222473 lag, 117254 lead
MP: 48.9 Kw

(c) Time for one revolution / One pulse (for static meters) with a load of 2000 watts in each phase

'R' Phase :

'Y' Phase Secs : 'B' : phase Secs

VI. Connected load :

(1) M3-1966

Motor 15HP x 1 → 11.2 Kw
Heaters - 1500 x 8 → 12 Kw
2000 x 2 → 4 Kw

Dana machine motor 2HP x 2 → 3.7 Kw
Heater 1000 x 5 → 5 Kw

~~Motor 1HP x 1 → 1 Kw~~

Lights = 20 x 4 → 80 W

48.1 HP ← 36 Kw

(2) M3-17945

Eglo machine - 45HP x 1 = 45HP

(3) M3-12396

Heater - 8 x 1500 = 12,000
- 2 x 2000 = 4,000

21.16 HP ← 16 Kw

(4) M3-5114

Motor - 25HP x 1 = 25HP

(5) M3-15207

Dana machine motor = 20HP x 1 = 20HP

Cutter motor = 1HP x 1 = 1HP

Lights = 15 x 3 = 45 W

- fan = 60 x 2 = 120 W

= 21.22 HP

VII. D. by Paramotors (for static motor)

-3-

(6) M3-3813:
 Compressor - 5HP x 1 = 5HP
 Blower motor - 1HP x 1 = 1HP
 Mixtuse motor - 5HP x 1 = 5HP
 Cattle machine = 1HP x 1 = 1HP
 Lights = 15 x 4 = 60w
 LED = 10 x 4 = 40w
 = 12.1HP

(7) M3-14606
 Poling machine - 10HP + 2.5HP +
 + 2HP + 2HP
 = 21.5HP

VIII. Incriminating Points: As per the appral made to the DC/op/char-
 minar by the consumer M/s A Navinder Goud on SC.No. M30
 17945 (Nadeem Shorail) M/s SD polymers instructed for
 re-inspection of Connected load. There are 7 services bearing
 details.

SC.Nos: M3-5114, M3-15207, M3-17945, M3-12396, M3-
 14606, M3-3813 and M3-1966 are existing in the same
 premises and these total Connected load as follows


M3-5114 → 25HP	M3-3813 → 12.1HP
M3-15207 → 21.22HP	M3-1966 → 48.1HP
M3-17945 → 45HP	Total load → <u>194HP.</u>
M3-12396 → 21.16HP	
M3-14606 → 21.5HP	


IX. (a) Action taken to preserve the evidence and defects rectified if any:

In addition to above 1 No. Cat-B Service SC.No:
 M3-17048 (Contracted load: 1kw) utilizing for office purpose.
 Above 7 services are utilizing for some nature of activity
 i.e; plastic industry. The process is waste plastic covers, washing,
 melting, grinding and granules manufacturing. All above service
 are utilizing by single beneficiary submitted for finalizing
 FAO order.

(b) Whether meter referred to MRT Lab:

X. Whether the observations were shown to the consumer / His representative: Yes.


 Asst. Engineer
 Signature of **Sanjay Chandra** (SFC 87)
 D-XXI/C-III/ MIRALAM,
 T.S.S.P.D.C.L./ Gr.HYD


 Asst. Divisional Engineer
 Signature of **Sanjay Chandra**
 T.S.S.P.D.C.L./GR-HYD

1902UB-KAMANS PURA ROAD

XI. Statement of the Consumer / Representative: *metering work verified and*
correct per meter
SC No. _____

Meter Reading: Total connected load

XII Other Remarks

The service wide meter
details are herewith
enclosed.

[Signature]
Signature of Consumer / Representative

182 P.O. CLAYTON
MIRAMAR 304 DIVISION
SAN DIEGO 92108

182 P.O. CLAYTON
MIRAMAR 304 DIVISION
SAN DIEGO 92108

In the above report it is mentioned that in the premises of the appellant there are seven Service Connections including the subject Service Connection utilising the total load of 194 HP at that time. Apart from the above seven Service Connections one more Service Connection No. M317048 being utilised for office purpose was existing. Finally respondent No.3 opined that the seven services have been utilising the power supply for the same nature of activity. He also clarified that the process is waste plastic covers, washing, melting, grinding and granules manufacturing and that all the above services were being utilised by a single beneficiary (appellant). This report also strengthens the case of the respondents that the seven Service Connections were used by the same group of persons for the same activity.

28. The appellant has filed copies of rental deeds of five consumers. In the said rental deeds also it is mentioned that the power was used for moulding the plastic. This circumstance also supports the claim of the respondents that all the consumers were dealing with the same activity as a group.

29. The learned authorised representative of the appellant referring to Clause 3.4.1 of GTCS submitted that the back billing should be only for (12) months and not (20) months. A perusal of the said Clause indicates that the assessment for re-classification should be for one year preceding the inspection if it cannot be ascertained the exact period. In the instant case the

date of inspection is 10.12.2020. In August 2022, the services were dismantled. Apart from that as argued by the respondents, since the seven Service Connections were part of a group dealing with the same activity and since the connected load for all the seven Service Connections is 194 HP, it was billed under HT tariff. More over, as already stated, strictly speaking it does not come as a change of category. Therefore the argument of the learned authorised representative of the appellant in this connection cannot be accepted. It is further argued on behalf of the appellant that the claim is basing on the debit entry without raising any bill. This argument is not correct because after the Award in C.G.No.106/2022-23 the respondents have been issuing notices to the appellant from time to time and the appellant was also responding to the said notices. The amount of Rs.22,86,365/- paid by the appellant was as per the final reading obtained by the respondents as per the Awards of the learned Forum only, which is correct. Though the seven Service Connections are in the name of different persons, they are dealing with the same plastic activity and the material on record establishes that they are inter-connected with the final product of the plastic material. Since notices were issued by the respondents from time to time the appellant cannot claim basing on Clause 4.2 (m) and 4.1.5 of Regulation 5 of 2004 dt.17.03.2004. The inspection report of respondent No.2 after the first inspection report and the material on record prima-facie establishes that though the seven Service

Connections were taken for different purposes they were used for the same purpose of preparing the plastic material in a single premises attracting Clause 3.5.3 of GTCS.

30. The learned authorised representative of the appellant has relied upon the judgement of the Hon'ble High Court Andhra Pradesh in W.P.No.6493 of 2016 dt. 29.02.2016 for the proposition that when the Licensee changes the Category of the Service Connection notice must be given to the consumer. In the said case the consumer was involved in printing on the plastic PVC/NEC articles instead of carrying on manufacturing activity. Therefore though there is no dispute about the said proposition, but since in the instant case, as already stated, after clubbing the seven services since the contracted load exceeded 100 HP, the bill was issued under HT Category. Therefore this judgement is not useful to the appellant.

31. The learned authorised representative of the appellant has relied upon the judgement of the Hon'ble Supreme Court in ASST. ENGINEER (D1) AJMER VIDYUT VITRAN NIGAM LTD & ANR v. RAHAMATULLAH KHAN alias RAHAMJULLA in Civil Appeal No. 1672 of 2020 arising out of Spl. Leave Petition(c) No. 5190 of 2019 dt. 18.02.2020, wherein it is held that the licensee is entitled to disconnect electricity supply after the expiry of the limitation period of two years, if it is shown continuously to be recoverable as arrears of electricity supplied. There is no dispute about the said proposition. After

clubbing the seven services and since the contracted maximum demand exceeded 100 HP the Licensee issued bill properly only for the energy utilised. Therefore this judgement is not useful to the appellant.

32. The respondents have relied upon the judgement of the High Court of Telangana at Hyderabad, in Anup Kumar Bhandari v. The Southern Power Distribution Company of Telangana Ltd., and (5) ors. (W.P.No. 458 of 2023 dt.06.01.2023). The Hon'ble High Court has referred to the judgement of the Hon'ble Supreme Court reported in Punjab State Electricity Board and Another v. Ashwani Kumar¹, wherein the Hon'ble Supreme Court in Paragraph No. 10 and 11 has held as under:-

"10. The bare reading of the above regulations and circular makes it apparent that the aim of the Electricity Board is to provide single connection in the premises. Not only this, it is the obligation of the consumer, to get the connections clubbed where more than one connection exists in the same premises. This policy is, primarily, meant to encourage single connection as well as consumers to opt for clubbing of their loads and also to facilitate a smooth transmission. Besides this, the most important aspect is the mischief that these provisions ought to suppress.

11. A consumer who gets two meters installed in his premises and in that garb receives bulk supply instead of medium supply clearly makes an attempt to avoid payment of higher tariff. It cannot be disputed that a consumer of a medium supply is subjected to a lower tariff than the one receiving bulk supply. Therefore, the intention, thus, is to avoid revenue loss to the Board by circulating the prescribed procedure. These regulations and circulars, thus, cannot be interpreted so as to defeat the very object of suppressing such a mischief in the consumption of electricity. Therefore, if the Electricity Board finds that such mischief is being played, there is nothing in law preventing the Board from treating it as a clubbed connection and impose such tariff and penalty as is permissible in accordance with law. No consumer can be permitted to defeat the spirit of the regulations and take undue advantage of receiving electric supply through all different

¹ (2010) 7 SCC-569

meters in the same premises and with an intention to defraud the Electricity Board of its genuine dues for supply of electricity.”

Finally, the Hon'ble High Court has held that if the different consumers in single premises belong to one family and if they are availing different Service Connections by splitting the same premises into different units Clause 3.5.3 and 3.5.4 of GTCS apply. The facts in the said case and the facts of the present case are more or less similar. In the present case it is reasonably established by the respondents that the consumers in this case though not belong to the same family they belong to the same group and were availing supply under different Service Connections situated within the same premises by splitting the units to cause loss to the respondents. In view of these factors, I hold that the clubbing of seven Service Connections is correct, appellant is not entitled for refund of Rs 22,86,385/- with interest @ 24% p.a and the Award of the learned Forum is not liable to be set aside. These points are decided against the appellant and in favour of the respondents.

POINT No. (iii)

33. In view of the finding on point Nos. (i) and (ii) the appeal is liable to be rejected.

RESULT

34. In the result, the appeal is rejected, confirming the Award passed by the learned Forum.

A copy of this Award is made available at <https://vidyutombudsman-tserc.gov.in>.

Typed to my dictation by Office Executive cum Computer Operator, corrected and pronounced by me on the 12th day of December 2023.

**Sd/-
Vidyut Ombudsman**

1. M/s. S.D.Polymers, FS Road No.5, Industrial Estate, Chandulal Baradari, Hyderabad - 500 063, represented by Sri A. Ravinder Goud (Proprietor), Mr.Najeeb Shariff (Beneficiary) Cell: 6300994696, 7036205211 & 9490875919.
2. The Assistant Engineer/Operation/Chandulal Baradari/ TSSPDCL/ Hyderabad.
3. The Assistant Divisional Engineer/Operation/Miralam/TSSPDCL/Hyderabad.
4. The Assistant Accounts Officer/ERO/Salarjung/TSSPDCL/Hyderabad.
5. The Divisional Engineer/Operation/Charminar/TSSPDCL/Hyderabad.
6. The Superintending Engineer/Operation/Hyd.South Circle/ TSSPDCL/ Hyderabad.

Copy to

7. The Chairperson, Consumer Grievances Redressal Forum of TSSPDCL- Greater Hyderabad Area, Door No.8-3-167/E/1, Central Power Training Institute (CPTI) Premises, TSSPDCL, GTS Colony, Vengal Rao Nagar, Erragadda, Hyderabad - 45.